

AGREEMENT BETWEEN

THE

THE CHESTER BOARD OF EDUCATION

THE DEEP RIVER BOARD OF EDUCATION

THE ESSEX BOARD OF EDUCATION

THE REGIONAL SCHOOL DISTRICT NO. 4
BOARD OF EDUCATION

THE REGION #4 SUPERVISION DISTRICT
COMMITTEE

and

THE REGIONAL 4 EDUCATION ASSOCIATION

July 1, 2007 through June 30, 2010

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ARTICLE 1 RECOGNITION

A. The Deep River, Chester, Essex, Regional School District No. 4 Boards of Education and the Regional School District No. 4 Supervision District Committee (hereinafter referred to collectively as the “Boards” and individually as the “employing Board”) hereby recognize the Regional School District No. 4 Education Association (the “Association”) as the exclusive representative as defined in Section 10-153b *et sequitur* of the Connecticut General Statutes as amended, for certified professional employees of the Boards who are employed in positions requiring a teaching, or special services certificate, or Durational Shortage Area Permit, and who are not included in the Administrators’ Unit as defined by Section 10-153b of the Connecticut General Statutes, or otherwise excluded from the Teachers’ Unit by law.

B. Unless otherwise indicated, the term “Teacher” when used hereinafter in this Agreement shall refer to a certified professional employee of the Boards or an employee holding Durational Shortage Area Permits who is employed in a position requiring a teaching, special services certificate, or Durational Shortage Area Permit and who is not included in the Administrators’ Unit as defined by Section 10-153b of the Connecticut General Statutes, as amended.

C. Teachers who are not members or do not become members of the Regional School District No. Four Education Association shall pay to the Association, annually as a service fee an amount equal to the proportion of Association’s dues which covers the costs of collective bargaining, contract administration and grievance adjustment. Said amount shall be paid in full by December 15 or by means of payroll deduction. The Association agrees to indemnify and hold harmless the Boards for any and all expense, loss or damage arising from the operation of this Article. The Boards and the Association agree to renegotiate the provisions of this paragraph should a court of competent jurisdiction rule that indemnity with respect to agency or service fees is void as against public policy.

ARTICLE 2 ACADEMIC FREEDOM

A. The private and personal life of a Teacher is not within the appropriate concern or attention of the Boards except as it may interfere with the Teacher’s responsibilities to and relationships with students and/or the school system.

B. Teachers will be entitled to full rights of citizenship, and no religious or political activities of any Teacher or the lack thereof will be grounds for any discipline or discrimination with respect to the professional employment of such Teacher, except an attempt to impose one’s own beliefs on the student.

ARTICLE 3 TEACHERS' RESPONSIBILITIES AND DUTIES

A. All Teachers are expected to participate in those non-teaching duties necessary to the operation of the school and the control and training of the student body. When such duties are to be performed beyond the normal school day, the assignments shall be reasonable in number and duration and reasonably related to the education of students.

B. The academic needs of the students in the building will determine the reporting time, departure time and length of the school day for all staff members. Teachers shall be advised by the administration of their responsibilities in these areas prior to the opening of school each year. In no event, however, shall the Teacher workday exceed seven (7) hours, twenty (20) minutes except as noted in Article 4.

ARTICLE 4 MEETINGS

Teachers shall not be required to attend regularly scheduled meetings except as noted below. Teachers may be required to attend meetings held during the prescribed Teacher work day as outlined in Article 3, above, when Teachers are expected to be available in the building. Regularly scheduled faculty meetings may be scheduled no more frequently than once a week on a day designated by the building principal. These meetings may extend up to one hour beyond the time prior to or following classes when Teachers are expected to be available in the building. The regular day for these meetings shall be designated by the building principal at the beginning of the school year and may be changed only with one week's notice.

Unusual circumstances of an urgent or emergency nature may require meetings in addition to those specified above. When urgent and/or emergency meetings are required, the principal shall inform the superintendent of the meeting and the reason therefore and a copy shall be delivered to the Association.

Teachers' attendance at more frequent or longer meetings shall be voluntary except that attendance at PPT meetings scheduled beyond the normal work year shall be compensated at the rate of \$30.00 per hour.

ARTICLE 5 BOARD POLICIES

A copy of the Boards' Policies shall be available to Teachers in the library of each Board's schools; in addition, one copy shall be given to the Association President. Changes in any employing Board's Policies shall be sent to each school within that Board's school district and to the Association President within two weeks of their effective date.

ARTICLE 6 PROFESSIONAL GROWTH

Teachers shall be expected to grow professionally over the entire period of their service.

A. All Teachers shall be urged by the Boards and the Association to engage in other professional activities.

B. Other Educational Meetings.

Teachers may be authorized to attend certain national, state, and regional educational meetings, without loss of pay, if approved, in advance.

C. Required Courses.

1. When an employing Board requires a Teacher to take specific education-related courses, the employing Board shall reimburse the Teacher for one hundred percent (100%) tuition, books, fees, and all travel expenses incurred. In no instance shall a Teacher be required to take more than three (3) credits per semester or six (6) credits over the course of any two (2) year period.
2. Provisions shall be made by the Superintendent for the recording of such in-service activities including CEU/CEU equivalents in the individual's professional file.

ARTICLE 7 WITHHOLDING INCREMENT

A. Any Teacher who is rated unsatisfactory by the Superintendent, based on current evaluation procedures, may have his or her salary frozen by the employing Board upon the recommendation of the Superintendent. The Teacher's salary shall remain frozen during such time as his or her performance remains unsatisfactory. Upon receiving a satisfactory rating, the Teacher shall be placed on the salary schedule in accordance with the number of years of satisfactory service.

ARTICLE 8 TEACHER APPOINTMENT-CONTRACT

Teacher's Initial Contract, Annual Salary Agreement, and Long Term Contract.

A. The Superintendent shall inform each Teacher annually, by September 1, in writing, of the Teacher's salary for the upcoming school year. In cases of conflict, the terms of this Agreement shall prevail.

B. The employing Board and the Association shall provide each Teacher with a copy of the Professional Agreement, which shall include the complete text of this Agreement or any Successor Agreement.

ARTICLE 9 TEACHER VACANCIES

A. All vacancies in the District's schools caused by death, retirement, discharge, transfer, resignation, or by creation of a new position, whether it be a teaching position, administrative or supervisory position, or any combination of these, shall be announced by the Superintendent of Schools.

B. These announcements shall be posted in each school no later than two (2) weeks prior to filling such position.

C. If a vacancy occurs during a vacation period, the Superintendent shall, in addition to posting notice as provided in paragraph 2, give notice of such vacancy to the President of the Association.

D. Teachers desiring to apply for a position shall annually file a request in writing with the Office of the Superintendent. Those who have so indicated shall be notified by mail of openings occurring during vacation periods.

E. Attempts will be made to fill the vacant positions within the bargaining unit first with Teachers regularly employed by the employing Board with a vacancy, where equally qualified.

F. In filling a vacancy, consideration will be given to a Teacher's area of competence and prior experience in such areas.

G. The Boards and the Association agree that no employee, member, or applicant shall be discriminated against because of race, color, religious creed, national origin, sex, age, physical or mental handicap, marital status, ancestry, or except as otherwise in the case of a bona fide occupational qualification or need or except as otherwise permitted or required by law in accordance with Connecticut General Statute 46a-60.

ARTICLE 10 TEACHER TRANSFERS

Any Teacher desiring a change of assignment within his or her employing Board should discuss the matter with the building principal. Written requests for transfer may be submitted in writing to the Superintendent.

ARTICLE 11 PLACEMENT ON THE SALARY SCHEDULE

The Salary schedule shall have six columns: BA, BA+30, Master's, Sixth Year, Sixth Year + 30, and Doctorate. Placement on a column shall be according to the following requirements.

I. Normal Placement

A. BA

Attainment of a Bachelor's Degree from a regionally accredited college or university and possession of a valid Teacher certification from the State Department of Education.

B. BA+30

Thirty (30) credits successfully completed beyond a Bachelor's Degree and a valid Professional Educator's certificate issued by the State Department of Education, or thirty (30) credits successfully completed for a graduate course of study approved in writing by the Superintendent.

C. Master's Degree

Master's Degree in a subject area, related area, or in education with a minimum of six (6) graduate credits in the subject area to be taught, related area or area approved by the Superintendent.

D. Sixth Year

Alternative 1.

- a. Matriculation for a Sixth Year Certificate or a Doctoral Degree or a program approved in writing by the Superintendent and
- b. A minimum of thirty (30) graduate credits beyond the Master's Degree, or
- c. In the absence of a Master's Degree in the subject area, the graduate work must consist of at least one-third ($1/3$) of the credits in subject area to be taught, or in a related subject area.

Alternative 2.

Thirty credits beyond the Master's Degree in a formal program with the written approval of the Superintendent.

E. Sixth Year Plus 30 Credits

Attainment of Alternative 1 or 2 in "D", above, and an additional thirty (30) graduate credits in the subject area to be taught or related area.

F. Doctorate

A doctoral degree granted in education or in a field related to the subject area to be taught.

II. Alternative Placement

In the absence of a Master's Degree or a Sixth Year Certificate the Superintendent shall give approval:

- a. if the thirty (30) credits are taken in a planned or approved program in an accredited college or university, and
- b. if the Superintendent has determined that the course taken contributes to the qualifications of the Teacher in his or her field, and
- c. if the graduate work is of a quality that would allow the granting of a graduate degree, as evidenced by a grade of at least a B.

ARTICLE 12 PLACEMENT ON SALARY SCHEDULE

All Teachers hired shall be placed by the Superintendent on the appropriate degree lane on the salary schedule. In making step placement decisions, the Superintendent shall consider years of completed Teacher experience in public, private and military dependency schools, other past experience, how recent such experience is, and the needs of the district, provided that step placement shall not be higher than teaching experience.

ARTICLE 13 CREDIT FOR CHANGE IN DEGREE STATUS

Changes in degree status will only be granted to those Teachers who have given notice in writing of the anticipated change to the Superintendent of Schools on or before February first (1st) for change in the subsequent school year. The change in salary will be retroactive to the date of fulfillment of the requirements. Payment shall begin on the first payday in that year after receipt by the Superintendent's office of an official transcript indicating award of the degree or completion of the required courses.

ARTICLE 14 CREDIT FOR NON-TEACHING EXPERIENCE

Credit for prior non-teaching experience for persons in the District may be allowed by an employing Board. The credit allowance may be as follows:

- (1) 5-years' credit on the salary schedule may be granted the first year.
- (2) 3-years' additional credit on the salary schedule may be granted the second year.
- (3) 2-years' additional credit on the salary schedule may be granted the third year.

Step placement on the appropriate salary schedule will be determined by the employing Board upon the recommendation of the Superintendent. Primary consideration shall be the relationship between the person's past experience and his/her teaching assignment.

ARTICLE 15 SALARIES

The salaries of all Teachers covered by this Agreement are set forth in the Appendices which are attached hereto and made a part of the Agreement.

ARTICLE 16 PAYROLL PROCEDURES AND DEDUCTIONS

A. PAYROLL PROCEDURES

1. Dates of Payment

Payroll checks are issued on a twenty-six- (26) pay period schedule.

Payroll checks are issued every other week in envelopes. Paydays will be Fridays unless such day is a holiday in which case payday will be the preceding day.

2. Alternate Pay Schedule

Upon written request to the Superintendent, received on or before the third working day in September, a Teacher may elect to receive his or her annual pay on a twenty-one (21) or a ten (10) months' pay period schedule.

3. Accrued Summer Pay

Upon written request to the Superintendent, received on or before the third working day in June, a Teacher, whose contract is for the general period, September-June of the school year, may elect to receive the accrued pay for July and August.

4. First Pay Date

Teachers shall receive the first paycheck of each school year on the first pay date in the school year. Teachers who begin work after the start of the school year shall receive their first paycheck on the first pay date after their start date.

B. DEDUCTIONS

The following deductions shall, after written authorization has been received by the Superintendent of Schools, be made from the Teacher's check:

- (1) Withholding tax
- (2) Teacher's Retirement
- (3) Medical Insurance and IRC Section 125 plan, premium reduction, medical expenses and child care.

- (4) Permanent Insurance (Term)
- (5) Tax Sheltered Annuity*
- (6) CEA endorsed disability carrier**
- (7) Credit Union Payments
- (8) C.E.A.-N.E.A.-Local dues and/or fees.
- (9) Medicare 65

C. All insurance forms shall be forwarded to the respective companies by the employing Board no later than five (5) days after receipt of the Teacher's completed forms.

D. No Teacher is covered for benefits until coverage is confirmed by the insurance company concerned.

*No new participants shall be allowed to enroll in any annuity plan with one or two participants. As participation in these plans ceases, they will be discontinued. The Association may designate an annuity plan carrier if that carrier is a disbursing agent. The Association may also designate an additional carrier(s) should the total number of carriers be less than six.

**The Board will offer no more than three (3) disability plans for employee participation at their own expense.

E. All salary payments may be made by automatic deposit to one account at one bank or financial institution of any Teacher's individual choice, provided such bank or institution may receive direct deposit.

ARTICLE 17 INSURANCE COVERAGE - RETIRED STAFF

Teachers previously employed by an employing Board and who are receiving benefits from the Connecticut Teachers' Retirement System may participate in the group health insurance program, at their own expense, in accordance with the Connecticut General Statutes.

ARTICLE 18 PAY PERIOD

If a pay period comes during a holiday or school vacation, Teachers shall be paid on the regular school day prior to the commencement of the holiday or school vacation.

ARTICLE 19

EXTRA PAY FOR EXTRA DUTY

A. When a Teacher accepts an assignment to a special project which will involve excessive time (i.e. over forty (40) hours per school year), extra compensation shall be agreed to in advance by the Superintendent and the Association, including pay and travel expenses.

B. Extra duty for which extra compensation shall be paid and the amounts of such compensation are set forth in the Appendices which are attached hereto and made a part of this Agreement. (See pages A5-A10)

C. MASTER TEACHER PROGRAM

The Boards shall provide funds for Teachers who fulfill all of the requirements listed below. Such Teachers shall receive a ten thousand-dollar (\$10,000) increase in their annual salary for the duration of their designation as “Master Teacher.” Designation as “Master Teacher” shall be for five (5) years. Reappointment is permitted, provided that the Teacher again fulfills the requirements.

REQUIREMENTS FOR MASTER TEACHER ELIGIBILITY

1. The Teacher must request consideration in writing to the Superintendent by February first prior to the school year in which salary is to be increased.
2. The Teacher must have attained tenure in the school system.
3. The Teacher must have attained accreditation by the National Board for Teaching Standards.

Note: The employing Board will reimburse the costs of the application and accreditation process after achievement of accreditation.

4. The Teacher must have plans approved by the Superintendent to complete projects that will educationally benefit the school district. Such plans will be completed on the Teacher’s own time. The work shall be expected to require the five (5) year length of the “Master Teacher” designation for completion.
5. The Teacher’s supervisor must consent to the application.

EXPERT TEACHER PROGRAM

The employing Board shall provide funds for Teachers who fulfill all of the requirements listed below. Such Teachers shall receive a two thousand-dollar (\$2,000) increase in their annual salary for the duration of their designation as “Expert Teacher.” Designation as “Expert Teacher” shall be for two years. Reappointment is permitted, provided that the Teacher again fulfills the requirements.

REQUIREMENTS FOR “EXPERT TEACHER” ELIGIBILITY

1. The Teacher must request consideration in writing to the Superintendent by February first prior to the school year in which salary is to be increased.
2. The Teacher must have successfully completed training in three of the following: support Teacher (all modules), portfolio scoring, assessor, trainer in CRISS, student assessment, or other program approved in advance by the Superintendent.
2. The Teacher must have plans approved by the Superintendent to complete projects that will educationally benefit the school district, either through professional development or student enrichment. Such plans will be completed on the Teacher’s own time. The work shall be expected to require the two-year length of the “Expert Teacher” designation for completion.
3. The Teacher’s supervisor must consent to the application.

ARTICLE 20 LONGEVITY PAY

A salary increment in the following amounts shall be paid to the Teacher for each of the following consecutive years of teaching experience District. Childrearing leave under Article 29 and leaves of absence under Article 35 shall not constitute breaks in service, but time on leave shall not be counted as years of experience for purposes of this article.

<u>Years of Teaching Experience</u>	<u>Increment</u>
16-20	\$ 425.00
21-25	700.00
26-30	975.00
31-35	\$1,250.00
36-40	\$1,525.00

ARTICLE 21 EMPLOYMENT YEAR

A. Teacher Employment Year

The scheduled employment year of Teachers covered by the Classroom Teachers’ Salary Schedule (other than new personnel and others who may be required to attend pre-school orientation sessions) shall be 185 days.

B. The original setting of the calendar is the prerogative of the Board and is not negotiable; however, the impact of any changes in the calendar after adoption are negotiable.

C. The last day of the Teacher work year shall be used for in-house administrative purposes, including record completion and information sharing.

ARTICLE 22
DUTY-FREE LUNCH PERIOD

Teachers shall have a duty-free lunch period, in accordance with Section 10-156 of the Connecticut General Statutes.

ARTICLE 23
PREPARATION PERIOD

All classroom Teachers shall have at least five (5) preparation periods per week. Where the 4x4-block schedule exists, Teachers will have one (1) full block per day as a preparation period. In situations where a period structure does not exist, two hundred ten (210) minutes shall be the minimum preparation time provided per week. The Boards and the Association agree that it is desirable to schedule daily preparation time where reasonably possible.

ARTICLE 24
TEACHING PERIODS

A. Subject area secondary school Teachers shall not be assigned more than five (5) teaching periods per day as long as the seven (7) period day structure exists. Where the 4x4-block schedule exists, subject area secondary school Teachers shall not be assigned more than three (3) teaching blocks per day in one (1) semester. Should the structure be changed, the Board and the Association shall negotiate over the impact of such change.

B. Secondary school Teachers shall not be required to teach more than two (2) subjects or to have more than four (4) teaching preparations within said subjects or combination of subjects at any one time. Teachers may not be required to have more than three (3) teaching preparations without the Teacher's consent.

C. In addition to a normal teaching program, Teachers in a seven (7) period day structure may be required to teach one (1) limited enrollment course (fifteen (15) or fewer students) provided they are relieved from non-teaching duties.

D. Subject to mutual consent between the employing Board and the Association, this Article, or any portion thereof, may be waived.

E. Definitions for the above are as follows:

(1) Subject shall be defined as an area of certification.

(2) Preparation refers to different courses within the area of certification but does not refer to levels within a course or grade.

ARTICLE 25 SEPARATION OF TEACHERS

I. Payment

A. The pay of a Teacher under contract who does not complete his or her contract period shall be computed as follows:

1. Compute the daily rate by dividing the annual contract salary by one hundred eighty-five (185).
2. Compute the number of days school is in session within the period of employment.
3. Multiply the number of days entitled to payment (step 2) by the daily rate (step 1).
4. The total salary already paid to the employee for the periods worked shall be deducted from the amount in step 3. The remainder is the total salary due.

B. Teachers shall give no less than forty-five (45) days written notice prior to the effective date of resignations. Teachers who provide such notice and complete the school year shall continue to receive health insurance benefits through August 31 of their final school year.

II. REDUCTION IN FORCE

A. Reasons For Elimination of Professional Staff Positions

The employing Board has the sole and exclusive prerogative to eliminate Teaching positions, consistent with the provisions of the Connecticut General Statutes.

B. DEFINITIONS

The term Teacher, as used in this Article, shall not apply to Teachers who hold a Durational Shortage Area Permit in lieu of a teaching certificate.

C. PROCEDURE

(1) Prior to commencing action to terminate Teacher contracts under this procedure, the employing Board will give due consideration to its ability to effectuate position eliminations and/or reduction in staff by:

- a. Voluntary retirements;
- b. Voluntary resignation;
- c. Transfer of existing staff members;
- d. Voluntary leaves of absence.

(2) In the event that it appears necessary to terminate Teacher contracts in order to effectuate the elimination of professional staff positions, the Superintendent will propose to the Board for its consideration, an orderly plan for elimination of positions, identifying professional personnel whose contracts he recommends for termination. If the Board of Education considers termination of the contract of a Teacher, it shall authorize the Superintendent to notify the Teacher, in writing, that termination of his or her contract is under consideration in

accordance with the Connecticut General Statutes. This notification, and any subsequent proceedings with regard to contract termination, will be in accordance with the provisions set forth in the Connecticut Teacher Fair Dismissal Law.

(3) The following criteria will be used to select those employees whose contracts are to be considered for termination as a consequence of elimination of professional staff positions:

a. Tenure Status

If a Teacher has attained tenure status, his/her contract of employment may be terminated if his/her position is eliminated, but only if there is no other position available under the jurisdiction of the employing Board for which the Teacher is certified and possesses the requisite competencies for the position. Therefore, Teachers who have acquired tenure will have first preference for retention in positions for which they are certified and meet the competencies required by the position. This shall include first preference with regard to positions that are held by non-tenure Teachers, in addition to positions which are open and available. When it is necessary to make staff reduction decisions among Teachers who have acquired tenure, seniority shall be the determining factor, except that the employing Board may retain a tenured Teacher who would otherwise be laid off in any given school year if his/her

1. Areas of certification;
2. Degree status;
3. Total years of experience on a grade level in teaching, or a subject discipline;
4. Total years of experience with the employing Board;
5. Qualifications and ability, as determined by an objective evaluation of the Teacher's performance shall demonstrate that such Teacher possesses overriding professional value as a Teacher and therefore should be retained in preference to a more senior Teacher. Notwithstanding any other provision of this Article, a Teacher shall not be assigned to an administrative position as the result of the implementation of this procedure. For the purposes of this Article, seniority shall be measured from the date of last appointment by the Board of Education.
6. In the event of a tie in seniority, the following criteria shall be applied in the order listed to determine the most senior Teacher:
 - a) Total combined years of service with any of the constituent Region No. 4 Boards of Education;
 - b) Full-time teaching assignment given preference over part-time teaching assignment at time of layoff;
 - c) Certification status, i.e., professional given preference over provisional;
 - d) Areas of certification, with preference given to multiple endorsements;
 - e) Degree status, with preference given to highest degree;
 - f) Total years of teaching experience in public, private and military dependency schools.

b. Non-Tenure Status

When it is necessary to make staff reduction decisions among Teachers who have not acquired tenure, the following criteria will be considered by the employing Board, not necessarily in the following order:

1. Areas of certification;
2. Degree status;
3. Total years of experience on a grade level in teaching, or a subject discipline;
4. Total years of experience with the employing Board;
5. Qualifications and ability, as determined by an objective evaluation of the Teacher's performance.

D. REAPPOINTMENT

1. The name of tenure Teachers who have been laid off shall be placed on a reappointment list for the employing Board and remain on such list for two (2) years from the date of contract termination, provided that such Teacher applies in writing by registered mail for retention of his/her name on said list on or before June 1 of each year subsequent to his/her termination.
2. No new employee shall be hired to fill a position for which a tenured Teacher on the reappointment list possesses the requisite competencies for the position and is certified or immediately certifiable. Where more than one such Teacher is on the reappointment list, reappointment shall be in inverse order of layoff, as defined in paragraph C, above.
3. Any such Teacher on the reappointment list shall receive a written offer of reappointment at least thirty (30) days prior to the date of reappointment. The Teacher shall accept or reject the appointment in writing by registered letter (RRR) written one calendar week of receipt of the offer, or the offer shall be deemed to be rejected.

When an offer of reappointment is rejected, all reappointment rights under this article shall terminate immediately.

E. BENEFITS

1. Except as elsewhere herein contained no employee who has been laid off shall be entitled to payment or accrual of any compensation or fringe benefits, whether or not he or she remains on the reappointment list. However, an employee who is reappointed from the list shall be entitled to reinstatement of any benefits earned or accrued at the time of layoffs, and further accrual of salary increments and fringe benefits shall resume where they left off. No years of layoff will be credited as years of service for compensation or retirement purposes.
2. It is understood that a layoff is a termination of employment subject to administrative and/or judicial review in the manner set forth in the subsections of Section 10-151 of the Connecticut General Statutes as amended, and in no other manner. In the case of judicial review under those statutory provisions, the parties agree that the provisions of this article can and should be submitted to the Court or Administrative Agency.

ARTICLE 26
SICK LEAVE; PERSONAL ILLNESS

A. Each professional employee certified by the State Department of Education shall be entitled to a minimum of sick leave with full pay of fifteen (15) school days in each school year.

B. Unused sick leave shall be accumulated from year to year, so long as the employee remains continuously in the service of the same Board of Education or any other board of education within the District #4 area: to wit, Regional #4, Supervision District Board, and the Chester, Deep River and Essex Boards of Education.

C. For teachers hired prior to July 1, 2007, such accumulation of sick leave shall accumulate indefinitely from year to year. For teachers hired on or after July 1, 2007, such accumulation of sick leave shall accumulate from year to year, up to a maximum of two hundred (200) days.

D. After sick leave is exhausted, 1/185 of the salary per day shall be deducted. Such deductions may be made, upon written request to the Superintendent from the July and August paychecks.

E. Upon retirement or death or voluntary separation after age forty-seven (47) the Teacher shall receive an amount not to exceed one thousand dollars (\$1,000.00) based upon the following:

1. To qualify a Teacher must have a minimum of twelve (12) years of service in the district.
2. Accumulated sick days above one hundred fifty (150) shall be compensated for at the rate of
Thirty dollars (\$30.00) per day.

F. In extraordinary circumstances, the Board may grant requests for up to five (5) additional days of sick leave for each year of service, up to twenty (20) years, when a Teacher has exhausted his/her accumulated sick leave. Such additional days shall not exceed one hundred (100) for any Teacher during his/her employment with the District.

G. Teachers who work less than a full-time assignment will earn sick leave in the same proportion to the full sick leave entitlement of fifteen (15) days as their salary is to full-time salary. Where, for example, their assignment is fifty (50) percent each day, they will earn fifteen (15) such fifty percent days annually. Where, for example, their assignment is three (3) days per week, they will earn nine (9) full sick days annually.

ARTICLE 27

PERSONAL ABSENCES

A. There shall be a maximum of five (5) school days with full pay for personal absences annually, which shall be reported in advance in writing to the Principal. Personal leave shall not accumulate from year-to-year. Personal absences include such considerations as marriage, death, or illness of the immediate family, or other comparable circumstances, legal requirements, and religious holidays as more fully set forth hereafter. A telephone call to the Principal will be acceptable in case of an emergency, to be followed in writing no later than three (3) days after the use of such leave to the Principal.

B. Personal absences are more specifically defined as follows:

1. Illness in the immediate family.
2. A maximum of three (3) days for religious holidays.
3. Legal transactions involving a legal document or court order or appearance (such as but not limited to deeds, mortgages, divorce, income tax audit).
4. Personal leave shall be granted to any Teacher who is required to appear before a court or other state agency as part of his/her teaching duties and such days shall not be included in the five (5) days granted in Section A Line 1 of this article.
5. One day personal leave may be granted for marriage of self, children, parents, siblings or siblings of spouse;
6. Personal leave may be granted for the purpose of bringing immediate family members to or home from the hospital.
7. Personal leave shall be granted as necessary for attendance at graduation exercises in which a degree is granted to self, spouse, parent or children. Two (2) weeks prior written notice to the principal is required for such a leave.
8. Death in the immediate family.
9. Actual time required (not to exceed one day) to attend funerals of family members or close friends.
10. One day of personal leave may be granted for matters of pressing personal need, which cannot be attended to outside the teaching day.

C. For purposes of this article, immediate family is defined as including spouse, children, step-children, or any other member of the same home; father and mother; step-parents; brothers and sisters; grandfathers and grandmothers; father-in-law and mother-in-law, aunts or uncles, foster parents, foster children, and grandchildren.

D. In extraordinary circumstances the Superintendent may at his/her discretion grant additional personal leave as defined in Section B, 1-9. In addition, if a Teacher is granted personal days for religious holidays and the maximum of five (5) school days is then or subsequently exceeded, the Superintendent shall grant additional paid personal days (but no more than the number of days used for religious holidays) for reasons in Section B, 1-9.

E. Bereavement Leave

1. In addition to the five (5) personal leave days referred to above, a total of five (5) days with pay per occurrence shall be allowed per death of a teacher's spouse, child, or parent.
2. In addition to the five (5) personal leave days referred to above in paragraph A, a total of two (2) days with pay per occurrence shall be allowed for the death of a teacher's sibling.
3. One (1) day with pay per occurrence shall be allowed for the death of any other member of the Teacher's immediate family, as defined above. The use of a paid day for that purpose shall be counted for the purposes of the five (5) personal days allotted to the teacher.

**ARTICLE 28
PARENTHOOD LEAVES**

A. Pregnancy and Childbirth Leave

1. Disabilities caused or contributed to by pregnancy miscarriage, abortion, childbirth, and recovery there from shall be treated as temporary disabilities for all job-related purposes. (The term "temporary disability" shall be interpreted as being within the meaning of the term "sick" as used in Section 1-156 of the Connecticut General Statutes).
2. Accumulated sick leave shall be available for use during periods of such disability.
3. Disability leave beyond any accumulated sick leave shall be available, only for such reasonable further period of time as a Teacher is determined by her physician or a physician selected by the Board to be disabled from performing the duties of her job because of pregnancy or conditions attendant thereto.
4. Policies involving commencement and duration of leave, the availability of extensions, the accrual of seniority and other benefits and privileges, protection under health or temporary disability plans, and payment of sick leave shall be applied to disability due to pregnancy and childbirth on the same terms and conditions as they are applied to other temporary disabilities.
5. Pregnancy and childbirth shall not be the basis for termination of employment or compulsory resignation.

B. Childrearing Leave

1. Any Teacher covered by this contract shall be entitled, upon written request to the Superintendent of Schools, to an extended leave without pay for the purposes of childrearing, apart from any period of childbirth disability leave with pay. Such teacher shall be entitled to such leave for the remainder of any school year, in which the child is born, adopted, or fostered, and if the birth occurs after March 1, for the full following school year, if requested.
2. Childrearing leave shall be subject to the following provisions:
 - a) Teachers requesting leave shall submit not less than sixty (60) days written notice of the anticipated date of ending performance of duties; unless in the case of adoption, sufficient notification was not given the employee. In case of prospective adoption, the teacher shall give reasonable notice of an intent to adopt and of the general time of anticipated adoption.
 - b) All insurance and other employee benefits, including payments to the State Teachers' Retirement System, shall continue in effect, upon payment by the Teacher of any premiums or membership costs. This provision shall involve no additional expense to the employing Board.
 - c) Teachers intending to return at the commencement of the school year shall notify the Superintendent of their intention in writing no later than March 1 of the preceding school year. Failure to provide such written notification shall be considered a resignation of employment, provided that this provision shall not apply to leaves of less than one year, that the letter granting the leave shall include reference to this requirement and that between January 1 and February 1 the Superintendent shall send the Teacher and the Association written notification of this requirement. An attempt will be made to return the teacher as nearly as possible to the position, which said teacher held when the teacher left. The Teacher's years of service in the school contract status and accumulated sick leave will be the same when the Teacher returns to the position as it was when he or she left the position.
- C. The Superintendent may designate leave granted under this Article as leave granted pursuant to the Family and Medical Leave Act.

ARTICLE 29

SABBATICAL LEAVES

Any Teacher who has completed seven (7) or more years of continuous service with the employing Board may, upon recommendation of the Principal and the Superintendent, be granted a sabbatical leave of absence with the approval of such Board in accordance with the following terms:

1. One year at half pay for study or travel after seven (7) years.
2. One half year at full pay for study or travel after seven (7) years.
3. Such leave shall be granted only when the purpose has a direct potential value to the school system as determined by the employing Board. The application should include a detailed outline of anticipated activities. Upon his/her return, it shall be incumbent on him/her to make a report to the employing Board and, as called upon, to share whatever has been gained by such leave with the school system and the citizenry.
4. Request for tentative sabbatical leave application must be made in writing to the employing Board by January 1st of the preceding year and final application by April 30th.
5. Not more than 1 percent (1%) of the faculty of any employing Board shall be granted sabbatical leaves in any one year. If more than 1 percent (1%) of the Teachers in any of the school systems shall apply for leave, substantial weight will be given to the factor of seniority of service. In case it shall be necessary to choose from the Teachers of equal prior service, the selection shall be made by the employing Board upon the basis of benefit to the school system.
6. As a condition to such leave the Teacher shall agree to return to, and to continue in the service of, the employing Board for a period of at least two (2) years after the expiration of the sabbatical leave or repay the salary given to her/him during said sabbatical leave except in case of disability or death. A demand note, personally endorsed, shall be tied to Sabbatical Leave stating that it shall be due in full if a Teacher leaves her/his employment with the employing Board before two (2) years.
7. The salary granted the Teacher on leave shall be based on the salary to which she/he should be entitled if not on leave. From such salary shall be deducted monthly the regular contribution to the pension system (based on the regular year's salary) and the withholding tax (based on actual salary).
8. Teachers on such leave may not receive compensation for work during the school year except by approval of the employing Board.
9. Teachers on such leave shall be considered as in the employ of the employing Board and the time thus spent shall count as regular service toward retirement and salary increases.
10. Cancellation of leave at the Teacher's request after such a leave has been granted forfeits the right to re-apply for two (2) years unless such cancellation is due to illness.

ARTICLE 30
PROFESSIONAL LEAVE

An unspecified number of additional days with full pay, at the discretion of the principal, including visiting days, institutes, organization meetings, conferences, etc., may be allowed by the employing Board.

ARTICLE 31
MILITARY LEAVE - INDUCTION OR RECALL

A. Any Teacher serving in the Reserve Forces of the United States, who is required to perform annual active duty training, shall be granted a leave of absence not to exceed thirty (30) days, provided that the Reserve Duty cannot be postponed until a more suitable time. Compensation in pay shall be the difference between gross military pay and allowances and the Teacher's regular pay if the military pay is the lesser.

B. The Teacher's contract status and accumulated sick leave will be the same when the Teacher returns to the position as it was when he or she left the position.

ARTICLE 32
NEGOTIATION - GRIEVANCE LEAVE

A. If negotiation meetings between the Boards and the Association are scheduled during normal working hours of a school day, when such meetings are scheduled by the Boards or the meeting time is not under the control of the Association or Teacher involved, not more than four (4) representatives of the Association shall be relieved from all regular duties without loss of pay, for only such time as is necessary to attend the scheduled meeting, in order to permit their attendance at such meetings.

B. When it is necessary, pursuant to the Grievance Procedure in Article 41 of this Agreement for a School Representative, member of the Committee on Professional Rights and Responsibilities or other representative designated by the Association to investigate a grievance or attend a grievance meeting or hearing during a school day, he or she shall, upon notice to the Principal and to the Superintendent by the President of the Association, be released without loss of pay, for only such time as is necessary to attend the scheduled meeting, in order to permit participation in the foregoing activities, but this privilege shall be limited to one Association Representative per grievance per day.

C. Any witness-Teacher whose appearance at such investigations, meetings or hearings is necessary shall be accorded the same right.

ARTICLE 33 ASSOCIATION LEAVE

A. A Leave of Absence shall be granted without pay upon application of a Teacher for a period not to exceed two (2) school years for the purpose of serving as an officer of the Connecticut Education Association, or the National Education Association. The employing Board shall not be required to grant such leave under this Article to any Teacher more than once. Teachers intending to return from such leave at the commencement of the school year shall notify the Superintendent of their intention in writing no later than June 1 of the preceding school year. Failure to provide such written notification shall be considered a resignation of employment, provided that this provision shall not apply to leaves of less than one year, that the letter granting the leave shall include a reference to this requirement and that between April 1 and May 1 the Superintendent shall send the Teacher and the Association written notification of this requirement.

B. The Board agrees to continue the status of the Teacher in respect to seniority, salary schedule steps and levels, retirement and in any other areas as though such leave were not taken, subject to any regulations imposed by the TRB and/or state statute.

C. Upon return from such leave, the Teacher shall be placed at the next higher position on the salary schedule which he/she left and shall be entitled to sick leave and other benefits as though he or she had continued to teach and which he would have enjoyed had he not taken such leave. For example a Teacher if granted such leave after the receipt of a salary based on the sixth step will be placed on the seventh step upon return.

D. There shall be no more than one such leave granted from the employing Board in any one school year.

ARTICLE 34 LEAVE OF ABSENCE FOR AN EXTENDED PERIOD

A. Upon recommendation of the Superintendent of Schools, the employing Board may permit members of the professional staff to take leaves not in excess of two (2) years in length for rest, restoration of health, study or the alleviation of hardship involving themselves or their immediate families.

B. Such leave shall be at no expense to the employing Board, except as provided by the Family Medical Leave Act or provisions of this Agreement. Courses taken while on extended leave shall not be subject to reimbursement by the employing Board.

C. An attempt will be made to return the Teacher as nearly as possible to the position, which he or she left. The Teacher's year of service in the school, contract status and accumulated sick leave will be the same when the Teacher returns to the position as it was when he or she left the position.

D. The Superintendent may designate leave granted under this Article as leave granted pursuant to the Family and Medical Leave Act, if such leaves qualifies under the Family and Medical Leave Act.

ARTICLE 35 TEACHER EXCHANGE PROGRAMS

A. The Boards recognizes that Teacher Exchange Programs provide an excellent means of bringing about cultural exchange and understanding, and encourages the various schools operated by the Boards to participate in an Exchange Program, provided that the participation will assist in providing the best possible education at the schools.

B. Teachers who wish to participate must be on tenure, and must make written request to his or her employing Board.

C. Teachers participating in this program shall receive credit on salary schedule.

D. Approval may be granted by the employing Board upon recommendation of the Superintendent, and upon finding an acceptable exchange replacement Teacher.

ARTICLE 36 JURY DUTY

A Teacher who is not excused from jury duty upon his/her voluntary application, shall receive the necessary leave to fulfill this legal obligation. This leave shall not be deducted from sick leave or from personal days. The Teacher shall receive a rate of pay equal to the difference between the professional salary and the jury fee.

ARTICLE 37 USE OF SCHOOL FACILITIES

A. The Association will have the right to use school buildings without cost at reasonable times, for meetings, provided, however, that the Association will be required to pay for any additional custodial costs involved by reason of said meetings.

B. Requests for the use of building shall be made in advance of the time and place of all such meetings, in accordance with the applicable procedures for use of school facilities in place for school buildings.

II. Bulletin Board

A. There will be one (1) bulletin board in each school building, which will be placed in the faculty lounge, for the purpose of displaying notices, circulars, and other Association material.

B. Copies of all such material will be given to the building principal, but his or her advance approval will not be required.

C. The Association agrees that it will not post any material, which is derogatory to the administration, the Board of Education or any member thereof, or the school system.

ARTICLE 38 TRAVEL REQUESTS

A. One Day Trip. Requests by classroom Teachers must be submitted to the principal and approved in advance of the trip. Application forms shall be available in the principal's office and requests shall be filed in duplicate.

B. Overnight and Longer Trips. Application forms shall be submitted in triplicate and approved in advance of the trip. One copy shall be returned to the staff member and the approved amount shall be shown.

C. Payment. Reimbursement shall be made on the basis of approved application form after actual bills or stubs have been attached by the person traveling. There shall be one standard rate of pay for travel for all employees in the District. The Boards shall reimburse all employees for travel required in the scope of their employment at the prevailing I.R.S. mileage rate, plus tolls and parking.

ARTICLE 39
SPECIAL SCHOOL PROGRAMS

A. Summer School

1. Openings for summer school shall be posted as early as possible so that interested Teachers may apply.
- 2 An attempt will be made to fill summer school positions first by teachers regularly employed in the school system, who shall be considered prior to the consideration of applications from teachers from outside the employing district, where equally qualified.
3. Qualifications shall include but not be limited to: Teacher's certification and area of competence, major and/or minor field of study, quality of teaching performance, attendance record, length of service in the system, and prior experience in teaching in the summer school program.
4. Compensation for summer school teaching shall be at the rate of forty dollars and no cents (\$40.00) for each classroom hour worked, through August 30, 2007. Effective September 1, 2007, compensation for summer school teaching shall be at the rate of forty dollars and eighty cents (\$40.80) for each classroom hour worked. Effective July 1, 2008, compensation for summer school teaching shall be at the rate of forty one dollars and sixty-four cents (\$41.64) for each classroom hour worked. Effective July 1, 2009, compensation for summer school teaching shall be at the rate of forty two dollars and forty-seven cents (\$42.47) for each classroom hour worked.

B. Curriculum development and similar work.

1. All openings will be posted as early as possible so that interested Teachers may apply.
2. Qualifications shall include but not be limited to: Teacher's certification and area of competence, major and/or minor field of study, quality of teaching performance, attendance record, length of service, and prior experience in performing the work.
3. Compensation for curriculum development work and other similar work shall be at the hourly rate of thirty dollars and no cents (\$30.00), through August 30, 2007. Effective September 1, 2007, compensation for curriculum development work and other similar work shall be at the hourly rate of thirty dollars and sixty cents (\$30.60). Effective July 1, 2008, compensation for curriculum development work and other similar work shall be at the hourly rate of thirty-one dollars and twenty-one cents (\$31.21). Effective July 1, 2009, compensation for curriculum development work and other similar work shall be at the hourly rate of thirty-one dollars and eighty-three cents (\$31.83).

ARTICLE 40 TUTORING

A. In accordance with standard professional ethics, no Teacher shall teach privately for pay any pupil currently enrolled in the school to which the teacher is assigned, except with prior consent of the principal.

B. This provision may be waived by the Superintendent of Schools for Teachers of homebound instruction.

C. Compensation for tutoring shall be at the rate of thirty dollars and no cents (\$30.00) per hour of direct instruction, through August 30, 2007. Effective September 1, 2007, compensation for tutoring shall be at the rate of thirty dollars and sixty cents (\$30.60) per hour of direct instruction. Effective July 1, 2008, compensation for tutoring shall be at the rate of thirty-one dollars and twenty-one cents (\$31.21) per hour of direct instruction. Effective July 1, 2009, compensation for tutoring shall be at the rate of thirty-one dollars and eighty-three cents (\$31.83) per hour of direct instruction.

ARTICLE 41 GRIEVANCE PROCEDURE

A. Purpose of Procedure

The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to problems, which may arise affecting the welfare or working conditions of Teachers. Both parties agree that proceedings shall be kept confidential.

B. Definitions

1. This procedure is not designed to cover all aspects of the work assignment. A grievance shall mean a complaint by a Teacher or the Association that there has been a loss or an injury caused by a violation, misinterpretation or misapplication of a specific provision of this Agreement. The grievance shall be in writing and must state specifically the loss or injury incurred by the grievant and the specific violation, misinterpretation or misapplication of the provisions of the Agreement. A grievance shall not include the subject matter of Article 10, Section 151 of the Connecticut Statutes as amended.

2. "Teacher/Grievant" shall mean any member of the unit as defined in Article 1, "Recognition," and/or including the Association as exclusive representative. All references to "Teacher," "grievant," "his/her" shall be interpreted as the Association when any grievance is filed by the Association President as representing an Association grievance.

3. "Party in Interest" shall mean the person or persons making the claim, including their designated representative as provided for herein, and any person or persons who might be required to take action or against whom action might be taken in order to resolve the problem.

4. "Days" shall mean school days when school is in session. When school is not in session for a period exceeding two weeks, days shall mean normal working days excluding Saturdays, Sundays, and holidays.

C. Time Limits

1. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each step shall be considered as a maximum. The time limits specified may, however, be extended by written agreement of the parties in interest, if the situation warrants.
2. If a Teacher or the Association does not file a grievance within the twenty (20) days requirement at Level 1 of the grievance procedure of the act or occurrence on which the grievance is based, then the grievance shall be considered to have been waived.
3. Failure by the grievant at any level to appeal a grievance to the next level within the specified time limits shall be deemed to be acceptance of the decision rendered at that level.
4. Failure by the employing Administration or Board to render an opinion within the specified time limit shall be deemed as a denial of the grievance.

D. Informal Procedures

1. If a Teacher feels that he/she may have a grievance, he/she may first discuss the matter with his/her principal or other appropriate administrator in an effort to resolve the problem informally.
2. If the Teacher is not satisfied with such disposition of the matter, he/she shall have the right to have the Association assist him/her in further efforts to resolve the problem informally with the principal or other appropriate administrator.

E. Formal Procedure

1. Level One – Principal
 - (a) A Teacher or the Association may file a grievance with the building Principal within twenty (20) days of the act or occurrence on which the grievance is based.
 - (b) The Principal shall meet with the Teacher for the purpose of resolving the grievance within five (5) days after receipt of the grievance.
 - (c) The Principal shall, within three (3) days after the meeting, render his/her decision and the reasons therefor in writing to the grievant, with a copy to the Association.

2. Level Two—Superintendent of Schools

(a) If the Teacher or the Association is not satisfied with the disposition of the grievance at Level One, the Teacher or Association may, within five (5) days after the decision, file a written grievance with the Superintendent of Schools.

(b) The Superintendent shall, within five (5) days after receipt of the referral, meet with the grievant and with representatives of the Association for the purpose of resolving the grievance.

(c) The Superintendent shall, within three (3) days after the hearing, render his/her decision and the reasons therefor in writing to the Teacher, with a copy to the President of the Association.

3. Level Three —Board of Education

(a) If the Teacher or the Association is not satisfied with the disposition of the grievance at Level Two, the grievant may within three days (3) after the decision, file the grievance with the employing Board.

(b) The employing Board shall, within ten (10) days or the next Board meeting, whichever comes sooner, after receipt of the grievance, meet with the grievant and with representatives of the Association for the purpose of resolving the grievance. If a stenographic record is desired, the party requesting such record shall bear the expense. If both parties wish to have a copy of the stenographic record, the expense shall be split equally.

(c) The employing Board shall, within ten (10) days after such meeting, render its decision and the reasons therefor in writing to the grievant with a copy to the President of the Association.

4. Level Four—Arbitration

(a) If the Association is not satisfied with the disposition of the grievance at Level Three, the Association, not the individual Teacher or Teachers, may request arbitration of the grievance within ten (10) days of the issuance of the Board's decision at Level Three.

(b) Within ten (10) days of notification, the employing Board and the Association shall seek to select a mutually acceptable and available arbitrator. If the parties are unable to agree upon or to obtain a mutually acceptable arbitrator within the time period specified, the Association may file the grievance with the American Dispute Resolution Center ("ADRC") in accordance with the ADRC's rules and regulations no later than twenty five (25) days after the issuance of the Board's decision at Level Three.

Upon the selection of a single arbitrator, the arbitrator so selected shall confer promptly with representatives of the employing Board and the Association, shall hold hearings with the grievant and other parties in interest. The arbitrator's decision shall be in writing and

shall set forth his/her findings of fact, reasoning and conclusions on the issues submitted.

Arbitration conducted by the ADRC shall be in accordance with the ADRC's rules and regulations.

(c) The parties recognize that the Boards are legally charged with the responsibility of operating the school systems. The sole responsibility of an arbitrator selected pursuant to the procedure set forth herein shall be to determine whether any term of this agreement has been violated, misapplied or misinterpreted, and the arbitrator shall have no power or authority to make any decision, which violates, modifies, or amends any terms of this Agreement.

(d) The decision of the arbitrator shall be rendered to the Boards and to the Association and shall be binding upon all parties.

(e) The costs for the services of the arbitrator or arbitrators shall be borne equally by the employing Board and the Association.

F. Rights of Teachers to Representation

1. No reprisals of any kind shall be taken by either party or by any member of the administration against any participant in the grievance procedure by reason of such participation.

2. Any party in interest may be represented at any level of the grievance procedure (except arbitration) by a person of his/her own choosing, except that he/she may not be represented by a representative or by an officer of any Teacher organization other than the Association. The Administration shall notify the Association of any grievance filed with it and the date, time and place when a hearing will be held on such grievance.

3. The Association may, if it so desires call upon the professional services of the Connecticut Education Association for consultation and assistance at any stage of the procedure.

ARTICLE 42 DURATION

The provisions of this Agreement shall be effective as of July 1, 2007 and shall continue and remain in full force and effect up to and including June 30, 2010.

ARTICLE 43 AMENDMENT

This agreement shall not be altered, amended, or changed except in writing, signed by each of the Boards and the Association, which amendment shall be appended hereto and become a part hereof.

ARTICLE 44 UNIVERSITY GRANT

The Boards agrees that each employing Board shall contribute the equivalent of fifty percent (50%) of the tuition rate at the University of Connecticut toward the tuition fee at an accredited college or university under the following conditions:

- A. The Teacher must attain a grade one grade higher than the passing grade.
- B. The course must be approved by the Superintendent as reasonably relevant to the teaching assignment of the Teacher.
- C. The student applicant must be a certified employee of the employing Board.
- D. Teachers may not receive reimbursement for more than three (3) courses in any one (1) school year.
- E. To be eligible for such reimbursement in any school year the Teacher shall submit written notification to the Superintendent of intent to take the course(s) by February 1 of the preceding school year. If written notification is provided subsequently, the Teacher shall be eligible for such reimbursement in the following school year.
- F. Under no circumstances shall reimbursement exceed the actual tuition fees paid to an accredited college or university.

ARTICLE 45
LONG TERM SUBSTITUTES AND PART-TIME TEACHERS

I. Substitutes

A “substitute” shall be defined as a person employed to fill temporarily the position held by a member of the bargaining unit while the member is on medical, maternity, or other leave, or to fill temporarily a position vacated by a member of the bargaining unit until a permanent replacement can be employed.

A. Substitutes employed for fewer than forty consecutive days in the same assignment in a school year shall be paid at a daily rate set by the School Board and receive no benefits under this contract.

B. Substitutes employed for more than forty but fewer than ninety consecutive days in the same assignment shall be paid per diem in accordance with step 1 of the BA salary schedule but receive no benefits under this contract.

C. Anyone employed for ninety or more consecutive days in the same assignment shall be employed under the conditions of this contract. Salary, sick and personal leave, and dues or service fees shall be pro-rated according to the percentage of the remaining school year.

II. Part-time Teachers

A. Part-time Teachers employed half time or more shall be employed under the conditions of this contract. Salary, sick and personal leaves, and dues or service fees shall be pro-rated according to the percentage of a full-time workload for which the Teacher is employed.

B. Where a 4X4 block schedule exists, a full-time Teacher is assigned to teach three (3) out of the four (4) available blocks of time, or equivalent of twelve quarters. A Teacher will be considered 0.66 full-time equivalent (FTE) if he or she is assigned to teach two-thirds (2/3) of the load of a full-time Teacher, or two (2) teaching blocks, and is assigned to remain in the building, available to students and staff, for two-thirds (2/3) of the entire staff day. A Teacher who teaches two (2) teaching blocks and is not assigned to remain in the building will be considered 0.5 FTE.

ARTICLE 46
DISCIPLINARY PROCEDURES

No Teacher shall be disciplined, reprimanded, reduced in compensation, denied an increment or salary increase, or suspended without just cause.

It is understood that this provision shall not apply to termination or non-renewal of a Teacher's contract of employment as controlled by Connecticut General Statute 10-151.

ARTICLE 47 PERSONNEL FILES

I. Notification of Material in Files

No material originating after original employment except for routine administrative documents shall be placed in a Teacher's personnel file unless the Teacher has been notified and has had an opportunity to review the material. The Teacher may submit a written notation regarding any material, which shall be attached to the file copy of the material in question. If the Teacher is asked to sign material placed in his or her file, such signature shall be understood to indicate awareness of the material, but in no case shall said signature be interpreted to mean agreement with the content.

II. Complaints

Any complaints made against a Teacher by any parent, student or other person shall be promptly called to the attention of the Teacher. In no event, shall any reference to anonymous complaints be placed in a Teacher's personnel file.

ARTICLE 48 SPECIAL EDUCATION

I. Mainstreaming

Prior to mainstreaming a student from a self-contained program or out-of-district placement into a regular class, the principal or designate shall confer with both the Teachers receiving the child and, if possible, the Teachers sending the child in order to review the child's specific needs and problems, and to instruct the receiving Teachers on any special techniques or methods to be performed with the child.

II. Special Education Placement

Prior to the placement of a student in a special education class or program, the principal or designee shall meet and confer with the special education Teachers who will be teaching the student to review the appropriateness of the grouping and placement, and the child's specific needs and problems.

ARTICLE 49
PERFORMANCE OF STUDENT HEALTH CARE PROCEDURES

Bargaining unit members shall not be required to perform the following health care procedures:

1. Catheterization and related procedures
2. Procedures related to medical support systems
3. Procedures related to ostomies
4. Respiratory assistance
5. Procedures related to soaks and dressings.

In the absence of a trained health care provider, trained bargaining unit members may be required to perform the following health care procedures. Performance of these procedures shall be on a case-by-case basis and only in times of extreme emergency:

- | | |
|------------------------|----------------------------------|
| 1. Toileting/diapering | 4. Administration of medications |
| 2. Lifting/positioning | 5. Brushing |
| 3. Feeding | |

ARTICLE 50
EXTRA COMPENSATION POSITIONS

The Region Number Four Education Association and the Boards of Education agree to:

1. The creation of a new extra compensation category, VII, which will include activities with 33 fewer points.
2. All members of the bargaining unit presently working in a Category VI compensation position shall be “grandfathered” at their present payment level. These members will continue to be compensated at Category VI, receiving any increase applied to this Category.
3. When such member leaves a position that has been re-categorized to Category VII, anyone appointed to the position shall be paid at the new compensation level.
4. All extra pay positions at every school will be placed on the extra pay schedule. These positions will be posted each year. Any member of the bargaining unit will have the opportunity to apply for any position.
5. The Points Committee shall meet and review the present placements for all Category VI positions and determine if these positions are properly placed. Input from the present advisor will be solicited prior to this determination. This review will be completed by February 2, 2004.
6. No positions will be created without going through the Points Committee process.
7. The appropriate Board of Education will have the final vote on any new positions.

8. Effective September 1, 2007, compensation for extra stipend positions shall be increased by two percent (2%) as compared to the rates in effect for the previous year. Effective July 1, 2008, compensation for extra stipend positions shall be increased by two percent (2%) as compared to the rates in effect for the previous year. Effective July 1, 2009, compensation for extra stipend positions shall be increased by two percent (2%) as compared to the rates in effect for the previous year.

ARTICLE 51 EXTRA COMPENSATION FOR EXTRACURRICULAR POSITIONS

I. Placement of Personnel on Schedule

1. If an individual has had an experience in an extra compensation position and is appointed to the same assignment, he/she will be placed on the appropriate step of the schedule according to his/her years of experience in the assignment.
2. If an individual changes assignments outside of his/her category, e.g., from Yearbook Advisor to Chess Advisor, he or she will be placed on the first step of the new assignment.
3. If an individual changes assignments within the same category, then the following pattern will apply:
 - a. If the assignment is upgraded, the following procedure will apply:
 - i. Year for year experience will be given an assistant coach moving to head coach in the same sport.
 - ii. Freshman coaching or below will be given one year's experience for every two years completed on that level.
 - b. If the assignment is downgraded, e.g., from Varsity Tennis Coach to JV Tennis Coach, then the individual will be placed on the appropriate step reflecting his/her years of experience in the category.
 - c. Years of experience and steps for boys' and girls' sports will be treated equally.
4. If an individual new to R 4 is appointed to an activity, he/she will be placed on the schedule reflecting previous comparable experience on the same level. It is the responsibility of the individual to submit adequate proof of the previous experience.
5. If for any reason an individual is asked to fill two positions, e.g., Varsity Basketball and JV Basketball, the individual will be paid for his/her position and one-half of the unfilled position stipend at the appropriate experience level.
6. Any new position which is created and for which compensation is sought, or any adjustment of the point value for an existing position, must be recommended by the

Board of Review to the Superintendent or the authorized designee by December 15 and acted upon by the Superintendent or his authorized delegate by January 15 preceding the school year in which the proposed addition or change will take effect. The Board of Education must, approve the formation of any new position or additional points.

II. Provisions for Modifications

1. Qualifications for Participation

In order to participate in the Extra Compensation Program, a staff member must:

- a. Be designated by the building administrator as the advisor of an approved activity.
- b. Show evidence that the duties related to such activity are beyond those designated as the basic teaching responsibility – see Article 3.
- c. Be endorsed by the building administrator that such duties conform to the job description.
- d. Submit such documentation to the Board of Review for study and point assignment. One-year trial period minimum.

When a vacancy occurs in a building in the extra compensation program, the administration will announce the position on a system-wide basis. If there is no qualified, competent applicant in the R4 public schools, the position will then be opened to qualified, competent persons outside the R4 schools.

Determining the Value of an Activity

1. All activities meeting the minimum qualifications for inclusion in the Extra Compensation Program will be assigned a point of value according to the following procedure.
2.
 - a. **Points:** The points awarded to each respective sport will be arrived at by adding the points earned within the following categories:

Degree of Risk
Number of Students
Care of Equipment – and
Facilities and Responsibility Factors
 - b. **Number of Sessions:** One point will be awarded for each session the coach or advisor meets with the respective groups. For athletic programs, the length of the season and the pre-season sessions shall be determined by CIAC regulations. Any deviation from the established number of sessions must receive prior approval from the building administrator and the Board of Review. The faculty member must also be made aware of such deviation and indicate acceptance before commencing the assignment.

- c. **Sessions:** A session is described as a time span of 1 ½ to 3 hours of the collective equivalent of that time span. There will be two (2) session points awarded for each game, match or performance that occurs within a regular season. For contests exceeding the six (6) hour limit, one session point will be awarded for each additional three (3) hour increment. Points are awarded for sessions scheduled prior to 15 minutes before the commencing of the school day or following 30 minutes beyond the regular school day.
- d. **Junior Varsity** and First Assistant Coaches will receive points on the basis of 80% of the sessions they meet with the respective groups.
- e. **Freshman, Junior High and Second Assistants** will receive points on the basis of 60% of the sessions they meet with their respective groups. Grade 7 coaches receive 50% of the number of sessions for the Varsity Coach.

Points Earned Within the Following Categories

1. Degree of Risk

Points will be awarded as determined by inherent dangers of the activity utilizing the National Safety Council statistics or any other mutually accepted reference as determined by the Board of Review.

	<u>RANGE</u>	<u>POINTS</u>
Points will be awarded as follows:	Very High	5
	High	4
	Medium	3
	Low	2
	Very Low	1

2. Number of Students

The points awarded shall be determined by the number of students as of the first competition following any cuts. For an activity, the number shall be considered the average number of students participating throughout the school year. For purposes of counting, a student cannot be counted twice for an activity. For example, if a player participates on a Varsity as well as on a JV team, a determination of either one or the other for purposes of counting must be made. The scale for the awarding of points shall be as follows:

<u>Number of Students</u>	<u>Points</u>
Under 11	1
11 – 15	2
16 – 20	3
21 – 25	4
26 – 30	5
31 – 35	6
36 – 40	7
41 – 45	8
46 – 50	9
51 and above	10

3. Care of Equipment

Determination shall be based upon the care of the physical materials – equipment and facilities – for the activity. Equipment shall include the implements of the activity including uniforms and the cleaning, caring and accounting of such equipment. Facilities shall include the playing field, courts, and schoolroom use.

<u>Range</u>	<u>Points</u>
Minimal	1
Low	2
Moderate	3
High	4
Very High	5

4. Responsibility Factor

This shall be based upon the degree of organizational responsibility as determined by the Board of Review – such factors as safety, concern for personnel, travel, actual structure of program, financial aspects and ultimate responsibility for the activity.

<u>Range</u>	<u>Points</u>
Minimal	1
Low	2
Moderate	3
High	4
Very High	5

III. Provisions for Supervision and Evaluation

1. All approved activities in the Extra Compensation Program will be under supervisory responsibility of the appropriate building administrator.
2. The Athletic Director will review each coach's performance at the end of the season and report to the building administrator.
3. Board of Review
 - a. A Board of Review shall be created for the purpose of studying requests for the inclusion of additional activities, making recommendations to the Superintendent or his/her authorized delegate for such inclusion with recommended point values and for continuous review of the point values assigned to all activities.
 - b. Membership on the Board of Review shall include the following:
 - i. Three members drawn from the administrative staff – to be appointed by the Superintendent.
 - ii. Three members of the teaching staff, representing all levels – to be appointed by the President of the Regional 4 Education Association.
 - iii. One member of the Board of Education


- iv. The Chairperson will be chosen by the Superintendent from the seven appointees.
- v. The operating procedures shall be determined by the Board of Review.
- vi. The Board of Review can request the assistance of additional individuals to provide background expertise and information. These individuals will not have voting rights.

IV. Criteria for Determining Session Points

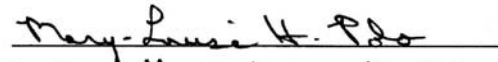
1. For the purposes of establishing criteria, we assume a week is comprised of six (6) days. Either Saturday or Sunday may be used for a session; i.e., practice, rehearsal, meeting, etc. There is no extra compensation for the use of a seventh day of the week.
2. There will be two (2) session points awarded for each game, match or performance that occurs within a regular season. For contests exceeding the six (6) hour limit, one session point will be awarded for each additional three (3) hour increment. Points are awarded for sessions scheduled prior to 15 minutes before the commencing of the school day or following 30 minutes beyond the regular school day.
3. The number of weeks for an activity is determined by one or more of the following:
 - a. CIAC or other interscholastic governing board.
 - b. Previously established custom over the years.
 - c. The Board of Review in lieu of a. or b. above. This applies when the activity is new to the pay scale but has been in operation for at least one (1) year or when upgrading and/or downgrading of an activity becomes necessary due to new time requirements.
4. The Board of Education should budget for the maximum number of sessions, however:
 - a. If an advisor/coach, the principal, and when appropriate, the Athletic Director should agree to fewer sessions, the amount paid that advisor/coach may be less than budgeted. Agreement to this should be established before the start of the activity.
 - b. If there are extenuating circumstances, which reduce the number of sessions (illness, etc.), the Board of Review can determine the pay when agreement cannot be reached between advisor/coach and supervisors.
5. There is no monetary compensation for weeks and sessions caused by either tournament play or delays in production.
6. Junior Varsity and First Assistant Coaches will receive points on the basis of 80% of the number of sessions for the Varsity Coach. Freshman, Junior High and Second Assistants will receive points on the basis of 60% of the number of sessions for the Varsity Coach. Grade 7 Coaches receive 50% of the number of sessions for the Varsity Coach.

SIGNATURE BLOCK
Teachers' Contract


IN WITNESS WHEREOF, the parties hereunto have caused those present to be executed by their proper officers, hereunto duly authorized, and their seals affixed hereto, as of the date and year first written.


Heidi Degree, President
Regional 4 Education Association

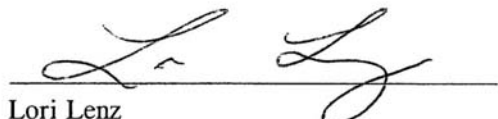
12/6/06
Date


~~Lori Lenz~~ Mary-Louise H. Polo
Chairperson, R4 Supervision District Committee

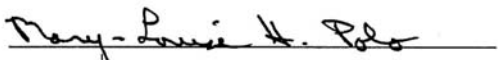
12-5-06
Date


Pamela Christman
Chairperson, Chester Board of Education


12-05-06
Date


Lori Lenz
Chairperson, Deep River Board of Education

12-5-06
Date


Mary-Louise Polo
Chairperson, Essex Board of Education

12-5-06
Date


Terry Stewart
Chairperson, Regional 4 Board of Education

12/5/06
Date

INSURANCE BENEFITS

The Boards agree to pay the amounts set forth in this section for individual, two-person or family coverage under one of the two health insurance options set forth below, and for the dental insurance described below.

The Boards may change any insurance carrier/administrator/plan described in this Agreement so long as the new insurance coverage provides an overall level of benefits that remains substantially equivalent to or better than the current insurance coverage. The “substantially equivalent to or better than” standard shall be applied on a program-wide analysis, and shall not be benefit specific.

At least sixty (60) days prior to changing insurance carriers, the Boards or their designee shall notify the Association in writing. Upon request, the parties shall meet to discuss the proposed change. Should the Association and the Boards disagree that the changes proposed would provide substantially equivalent coverage, when viewed in total; the disagreement shall be subject to impartial arbitration before a mutually agreeable member of the American Dispute Resolution Center. If the parties are not able to agree upon an arbitrator, then an arbitrator will be selected in accordance with the ADRC’s rules and procedures. The Boards will not change to the new insurance carrier/administrator/plan until the arbitrator’s decision has been issued in writing.

Century Preferred PPO Plan

Effective July 1, 2007, the Century Preferred PPO plan shall be modified to include the following components:

Office Visit Co-payment	\$20 (\$0 for preventive)
Urgent Care Co-payment	\$25
Emergency Room Co-payment	\$75
Hospitalization Co-payment	\$100
Outpatient Co-payment	\$50
<i>Prescription Coverage:</i>	
Retail	\$5/20/35 (for 30-day supply) (Public Sector Option 2)
Mail Order	2x retail co-payment for 90-day supply
Annual Maximum	\$2,000
Out of Network Deductible	\$250/500/750
Out of Network Coinsurance	80% co-insurance after deductible, subject to co-insurance maximum

Out of Network Coinsurance Maximum	\$700/1400/2100
Out of Network Out of Pocket Maximum	\$950/1900/2850
Out of Network Lifetime Maximum	\$1,000,000

The Century Preferred PPO Plan will include the unmarried dependent child rider to age 25.

The following premium cost sharing provisions shall apply to teachers electing the Century Preferred PPO plan during the term of this Agreement:

Effective July 1, 2007, the employing Board agrees to pay eighty-four and one-half percent (84.5%), and the teachers agree to pay fifteen and one-half percent (15.5%) of the cost of coverage under the Century Preferred PPO plan. Effective July 1, 2008, the employing Board agrees to pay eighty-four percent (84%), and the teachers agree to pay sixteen percent (16%) of the cost of coverage under the Century Preferred PPO plan. Effective July 1, 2009, the employing Board agrees to pay eighty-three and one-half percent (83.5%), and the teachers agree to pay sixteen and one-half percent (16.5%) of the cost of coverage under the Century Preferred PPO plan.

A. HSA Plan

Effective July 1, 2007, the Boards shall implement a HSA plan, or a high deductible health care plan with a health savings account feature, including the following components:

	In-Network	Out-of-Network
Annual Deductible (individual/aggregate family)	\$1500/3000	
Co-insurance	100% co-insurance after deductible, subject to co-insurance maximum	80% co-insurance after deductible, subject to co-insurance maximum
Co-insurance Maximum (individual/aggregate family)	\$1500/3000	
Cost Share Maximum (individual/aggregate family)	\$3000/6000	
Lifetime Maximum	Unlimited	\$1,000,000
Preventive Care	Deductible not applicable 100%	80% co-insurance after deductible, subject to co-insurance maximum

	Coinsurance	
Prescription Drug Coverage	Treated as any other medical expense	

The employing Board will contribute fifty percent (50%) of the applicable HSA deductible amount. The employing Board's contribution toward the HSA deductible will be deposited into the HSA accounts throughout the course of the year, on the employing Board's payroll dates. The parties acknowledge that the Board's fifty percent (50%) contribution toward the funding of the HSA plan is not an element of the underlying insurance plan, but rather relates to the manner in which the deductible shall be funded for actively employed teachers. The employing Board shall have no obligation to fund any portion of the HSA deductible for retirees or other individuals upon their separation from employment.

The following premium cost sharing provisions shall apply to teachers electing the HSA plan during the term of this Agreement:

Effective July 1, 2007, the employing Board agrees to pay eighty-nine percent (89%), and the teachers agree to pay eleven percent (11%) of the cost of coverage under the HSA plan. Effective July 1, 2008, the employing Board agrees to pay eighty-eight percent (88%), and the teachers agree to pay twelve percent (12%) of the cost of coverage under the HSA plan. Effective July 1, 2009, the employing Board agrees to pay eighty-seven percent (87%), and the teachers agree to pay thirteen percent (13%), of the cost of coverage under the HSA plan.

B. Dental Insurance

Subject to the employee contribution rates applicable to the above-referenced Century Preferred PPO Plan, the Boards shall make available the Full Dental Plan with Rider A (Advanced Basic Benefits), attached hereto as Appendix A.

C. Vision Rider

Subject to the employee contribution rates applicable to the above-referenced Century Preferred PPO Plan, the Boards shall make available the Vision Rider.

D. Section 125 Plan

The Boards will make available to the teachers a Section 125 Plan for payment of the following qualified expenses on a pre-tax basis, to the extent permitted by law:

- a. Insurance premium contribution;
- b. Dependent care assistance (\$5,000 maximum); and
- c. Supplemental medical expense reimbursement (\$2,000 maximum).

E. Life Insurance

Subject to the employee contribution rates applicable to the above-referenced Century Preferred PPO Plan, the Boards shall make available life insurance in the amount of forty-five thousand dollars (\$45,000).

**DEGREE/STEP SCHEDULE
2007-2008**

Step	Years Exp.	BA	Years Exp.	BA+30	MA	6th Year	6th Yr. +30	PhD
1	0	37,989	0	39,357	39,824	42,027	42,275	42,770
2	1	39,714	1	41,295	41,774	44,066	44,317	44,816
3	2	41,516	2	43,328	43,819	46,204	46,457	46,961
4	3-4-5	43,401	3-4-5	45,461	45,964	48,445	48,700	49,208
5	6-7	45,371	6-7	47,700	48,214	50,795	51,051	51,563
6	8-9	47,430	8-9	50,048	50,574	53,260	53,517	54,030
7	10-11	49,583	10-11	52,512	53,050	55,843	56,101	56,616
8	12-13	51,833	12-13	55,098	55,647	58,552	58,810	59,325
9	14-15	54,186	14-15	57,811	58,371	61,393	61,649	62,163
10	16	56,645	16	60,657	61,228	64,371	64,626	65,138
11	17+	59,217	17	63,644	64,225	67,494	67,747	68,255
12			18	66,778	67,369	70,768	71,018	71,521
13			19+	70,066	70,667	74,201	74,447	74,944

**DEGREE/STEP SCHEDULE
2008-2009**

Step	Years Exp.	BA	Years Exp.	BA+30	MA	6th Year	6th Yr. +30	PhD
1	0	38,009	0	39,377	39,845	42,049	42,297	42,792
2	1	39,827	1	41,396	41,877	44,174	44,426	44,927
3	2	41,731	2	43,519	44,012	46,407	46,661	47,168
4	3	43,727	3	45,750	46,256	48,753	49,009	49,520
5	4-5-6	45,818	4-5-6	48,096	48,614	51,217	51,475	51,991
6	7-8	48,009	7-8	50,561	51,093	53,806	54,065	54,584
7	9-10	50,305	9-10	53,154	53,697	56,525	56,786	57,307
8	11-12	52,711	11-12	55,879	56,435	59,382	59,643	60,165
9	13-14	55,231	13-14	58,744	59,312	62,383	62,644	63,167
10	15-16	57,872	15-16	61,756	62,336	65,537	65,796	66,317
11	17+	60,640	17	64,922	65,515	68,849	69,107	69,626
12			18	68,250	68,855	72,329	72,584	73,099
13			19+	71,750	72,365	75,985	76,237	76,745

**DEGREE/STEP SCHEDULE
2009-2010**

Step	Years Exp.	BA	Years Exp.	BA+30	MA	6th Year	6th Yr. +30	PhD
1	0-1	39,943	0-1	41,502	41,984	44,287	44,539	45,041
2	2	41,947	2	43,711	44,206	46,612	46,867	47,376
3	3	44,051	3	46,037	46,546	49,059	49,317	49,832
4	4	46,260	4	48,488	49,010	51,634	51,895	52,414
5	5-6-7	48,580	5-6-7	51,068	51,605	54,345	54,607	55,131
6	8-9	51,017	8-9	53,786	54,336	57,197	57,461	57,988
7	10-11	53,575	10-11	56,649	57,212	60,200	60,465	60,994
8	12-13	56,262	12-13	59,663	60,241	63,360	63,625	64,155
9	14-15	59,084	14-15	62,839	63,430	66,686	66,950	67,481
10	16+	62,048	16-17	66,183	66,788	70,187	70,450	70,978
11			18	69,705	70,323	73,871	74,132	74,657
12			19+	73,415	74,045	77,749	78,007	78,527

**Chester Board of Education
Deep River Board of Education
Essex Board of Education
Regional District No. 4 Board of Education
Regional School District No. 4 Supervision District Committee**

and the

Regional School District No. 4 Education Association

SIDE LETTER

The Deep River, Chester, Essex, Regional School District No. 4 Boards of Education and the Regional School District No. 4 Supervision District Committee (hereinafter referred to collectively as the "Boards") and the Regional School District No. 4 Education Association (the "Association") hereby enter into this Side Letter (the "SIDE LETTER") concerning the implementation of the successor contract:

WHEREAS, the Boards and the Association are parties to a collective bargaining agreement covering the period September 1, 2004 through August 31, 2007 (the "Agreement"); and

WHEREAS, the parties have been negotiating the terms for a successor contract for the 2007-2010 time period; and

WHEREAS, the parties understand and acknowledge that the salaries for each year of the successor contract will relate to work performed for the school year, notwithstanding the fact that teachers may elect to receive payment during the summer months for the work performed during the prior school year; and further that any payments made by the Boards during the summer relate to the prior school year and are made at the prevailing salary rates of the prior school year;

WHEREAS, the parties are desirous of implementing the provisions of the successor contract as of July 1, 2007 to align the collective bargaining agreement with the fiscal year; and

NOW THEREFORE, the parties agree as follows:

1. Effective July 1, 2007, the AGREEMENT shall no longer be in effect, and the successor agreement attached hereto shall go into effect.

Agreed to and approved by the undersigned, this ____ day of December, 2006.

IN WITNESS WHEREOF, the parties hereunto have caused those present to be executed by their proper officers, hereunto duly authorized, and their seals affixed hereto, as of the date and year first written.

Heidi Degree, President
Regional 4 Education Association

Date

Lori Lenz
Chairperson, R4 Supervision District Committee

Date

Pamela Christman
Chairperson, Chester Board of Education

Date

Lori Lenz
Chairperson, Deep River Board of Education

Date

Mary-Louise Polo
Chairperson, Essex Board of Education

Date

Terry Stewart
Chairperson, Regional 4 Board of Education

Date